

**IN THE UNITED STATES BANKRUPTCY COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

Carl Lee,

Debtor.

Chapter 13

Carrington Mortgage Services, LLC,

Movant,

Case No.: 16-18536-jkf

vs.

Carl Lee,

Debtor / Respondent,

and

Frederick L. Reigle,

Trustee / Respondent.

**STIPULATION IN SETTLEMENT OF  
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Carrington Mortgage Services, LLC ("Mortgagee"), and Carl Lee ("Debtor"), by and through their respective counsel, hereby stipulate and agree as follows (as used herein the singular shall include the plural and the masculine shall include the feminine):

1. The automatic stay as provided for by 11 U.S.C. §362 shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. Mortgagee is holder of a mortgage which is a lien on real property owned by Debtor known as and located at 4243 Elsinore Street, Philadelphia, PA 19124 ("the Property").
3. The parties certify that there is a post-petition delinquency which is to be cured pursuant to the terms of this stipulation said delinquency consisting of the following:

5 Payments @ \$855.27 (08/01/2017 – 12/01/2017)	\$4,276.35
4 Payments @ \$854.68 (01/01/2018 – 04/01/2018)	\$3,418.72
Post-petition attorney fees and costs	\$826.00
Less Suspense Balance	(\$788.65)
<b>Total Post-Petition Arrears</b>	<b>\$7,732.42</b>

4. Commencing on May 1, 2018, Debtor shall resume making regular monthly mortgage payments currently in the amount of \$854.68 and will pay late charges if applicable.

5. Commencing on May 1, 2018, and continuing through and including September 1, 2018, Debtor shall tender \$1,288.73 per month to Mortgagee in addition to the regular monthly payments. The total payment due each month during this five (5) month period shall be \$2,143.41. On October 1, 2018, Debtor shall tender \$1,288.77 to Mortgagee in addition to the regular monthly payment due. The total payment due for October 2018 shall be \$2,143.45.


6. Should Debtor's regular monthly payment amount change, Debtor shall be notified of such change by Mortgagee, and the monthly payment amount due under the terms of this stipulation shall change accordingly.

7. Should Debtor fail to make any of the payments required by the terms of this stipulation, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Mortgagee may send Debtor and Debtor's counsel a written notice of default of this stipulation. If the default is not cured within ten (10) days of the date of said notice, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the Property. In the event a Notice of Default is issued and the Debtor remits a partial payment, it is agreed that acceptance of partial payment by the Mortgagee during the cure period shall not constitute a satisfaction or waiver of the Notice of Default. Absent a full cure of the Notice of

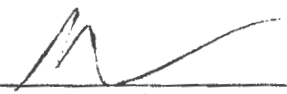
Default, Mortgagee may file its Certification of Default with the Court and pursue the entry of a relief order.

8. In the event the instant bankruptcy case is converted to a case under Chapter 7, this shall constitute a default under this Stipulation, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the Property

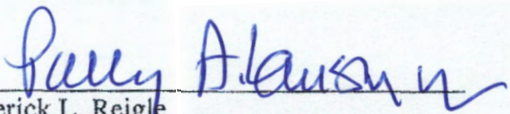
STIPULATED AND AGREED TO BY:

  
Brad J. Sadek, Esquire  
Sadek and Cooper  
1315 Walnut Street  
Suite 502  
Philadelphia, PA 19107  
Attorney for Debtor

Dated: 4/4/18

  
Matthew C. Waldt, Esquire  
MILSTEAD & ASSOCIATES, LLC  
1 E. Stow Road  
Marlton, NJ 08053  
Attorney for Movant

Dated: 4/4/18

  
Frederick L. Reigle  
Chapter 13 Trustee  
2901 St. Lawrence Avenue  
P.O. Box 4010  
Reading, PA 19606

Dated: 4/17/18